

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT (this "**Agreement**") is made this 10th day of APRIL, 2023, by and between JMCR Sherman, LP, a Texas limited partnership ("**Landlord**") and Bed Bath & Beyond, Inc. or its subsidiary ("**Tenant**").

WITNESSETH:

WHEREAS, Tenant or its predecessor and Landlord or its predecessor entered into a Lease Agreement dated October 2, 2003, as amended (the "**Lease**") for a term expiring on January 31, 2025, for store premises (the "**Premises**") located at the shopping center known as Sherman Town Center in Sherman, Texas (the "**Shopping Center**"); and

WHEREAS, Landlord and Tenant desire to terminate said Lease prior to the expiration date in accordance with the terms and conditions set forth below;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto, intending to be legally bound hereby, and notwithstanding anything to the contrary set forth in the Lease, do covenant and agree as follows:

1. Each of the foregoing recitals forms a material part of this Agreement and is hereby fully incorporated herein by this reference. Any capitalized defined terms used herein shall have the meanings ascribed to them in the Lease, unless otherwise set forth herein.

2. The Lease is hereby terminated as of April 30, 2023 (the "**Early Termination Date**"). Landlord agrees to accept possession of the Premises in its "As-Is" condition and state of repair as of the Early Termination Date, provided that, at Tenant's option, Tenant may remove Tenant's inventory and other personal property at the Premises prior to the Early Termination Date.

3. Landlord and Tenant agree that Tenant may conduct a stock reduction, store closing or similar themed sale at any time prior to the Early Termination Date, and in conjunction with any such sale, Tenant may place signage advertising such sale anywhere within the Premises, including entrances and windows.

4. Upon full execution hereof, Landlord, Tenant, any guarantor of Tenant's obligations under the Lease, if applicable, and all other related and affiliated parties and entities including, but not limited to parents, subsidiaries, affiliates, and all officers, directors, employees, partners, members and shareholders of any of said entities, its or their successors and assigns (collectively the "**Related Parties**") are hereby relieved, discharged and released from any and all past, present and future liabilities, obligations, claims, actions, causes of action, proceedings, suits, debts, costs, expenses, dues, contracts, agreements, liens and judgments whatsoever which any of them now has, ever had or which any of them hereafter can, shall or may have, for, or by reason of any cause,

matter or thing arising from said Lease, the existence of the Lease, any rent or other amounts due under the Lease, or in any way arising out of or connected with Tenant's use and/or occupancy of the Premises or any guarantee of the Lease; provided neither Landlord nor Tenant shall be released from claims by the other party for contribution or indemnification for claims by third parties for personal injury or property damage which accrued prior to the Early Termination Date.

5. Representations and Warranties:

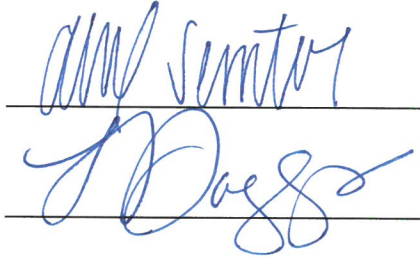
- a. Tenant represents and warrants that it has the right and authority as well as any and all requisite approvals required to enter into this Agreement.
 - b. Landlord represents and warrants (1) that it has the right and authority as well as any and all requisite approvals required to enter into this Agreement, including but not limited to, any required approvals from any lender or mortgagee which has any interest, secured or otherwise, in the Shopping Center, and (2) that Landlord's interest in the Shopping Center and/or Landlord's right to transact business on behalf of the Shopping Center has not been impaired, diminished, terminated or foreclosed upon, nor does it have any actual or constructive knowledge of any foreclosure, receivership or similar proceedings instituted against Landlord by any party as of the effective date of this Agreement.
 - c. The parties hereto acknowledge that this Agreement has been fully negotiated and is not entered into under economic duress. Subject to the satisfactory performance of all of the obligations and conditions set forth in this Agreement, the parties waive any rights which they might claim under any theory of law or equity to set aside this Agreement including, but not limited to, claims based upon economic duress or hardship, except as otherwise set forth herein.
 - c. Landlord and Tenant hereby agree to indemnify, defend and hold the other harmless and free from any and all claims, suits, actions, causes of action, liabilities, obligations, proceedings and judgments resulting from any breach of their respective representations and warranties as set forth herein.
 - d. Landlord shall not reveal to anyone, or otherwise make or publish any public statement or notice regarding, the economic or other business terms of the Lease or this Termination Agreement (including, without limitation, the Term and the Rent), except: (i) as required by Legal Requirements; (ii) if such information was previously disclosed by Tenant to such third party or to the public generally; and (iii) for disclosure to Landlord's accountants, attorneys, *bona fide* prospective purchasers, or current or prospective Mortgagees or underlying lessors of all or any portion of Landlord's interest in the Shopping Center, provided that each of such recipients shall be bound to the same non-disclosure provisions as are imposed upon Landlord.
6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and

their legal representatives, successors and assigns. This Agreement constitutes the complete agreement and understanding by and between the parties with respect to the termination of the Lease, and supersedes any and all prior representations, understandings and agreements, whether written or oral. This Agreement may be modified only by an instrument in writing signed by both of the parties hereto. No provisions of this Agreement may be waived, except in writing signed by the party to be charged with waiver. This Agreement, and the rights and obligations of the parties hereunder, shall be construed and governed in accordance with the laws of the State of in which the Premises are located.

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IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto
have executed this Agreement the day and year first above written.

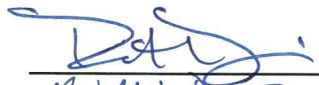
WITNESSES:

Two handwritten signatures in blue ink are written over two horizontal lines. The first signature appears to be 'Amy Senter' and the second appears to be 'Daggs'.


LANDLORD:

JMCR SHERMAN, LP,
a Texas limited partnership



By: Ramrock Manager, LLC,
a Delaware limited liability company,
its general partner

By: 
Name: Robert Dozier
Title: President

WITNESSES:

DocuSigned by:

ABA6B1435A6747E...
Trish Flores

TENANT:

DocuSigned by:

By: 
39C2464B1AAD429...
Name: Wade Haddad
Title: SVP Real Estate and Construction